



FirstServe Tennis Academy
Release and Waiver of Liability, Assumption of Risk,
and Indemnity Agreement

IN CONSIDERATION of being permitted to participate in any way in FirstServe Tennis Academy (FSTA) instruction, I and/or my minor child, our personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I and/or my minor understand the nature of tennis activities ("ACTIVITIES") and that I and/or my minor child are qualified, in good health, and in proper physical condition to participate in such Activity. I further agree that if at any time I believe conditions or equipment to be unsafe, I and/or my minor child will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that (a) TENNIS ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by me and/or my child's own actions, or inactions, or the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I and/or my minor child incur as a result of my participation in the Activity.
3. HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE FIRSTSERVE TENNIS ACADEMY (FSTA), its respective administrators, directors, agents, officers, officials, volunteers, independent contractors, employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" Herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I and/or my minor child, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
5. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of Parent/Legal Guardian
(if participant is under age 18)

Signature of Participant
(only if age 18 or over)

Date Print Name of Minor Child/ Date

Print Name of Participant /

CLASS AND CAMP MANAGEMENT INFORMATION:

Weather Contact Number: 1) _____ 2) _____

Emergency Contact Number 1: _____ (parent or guardian)

Emergency Contact Number 2: _____ (family member or friend)

Email to be used for class/camp correspondence: _____

Would you like the above email to receive ongoing FirstServe Tennis Programming Notices & Newsletter? (please circle) **YES** **NO**